

2515 140th Avenue Northeast
Bellevue, WA 98005
Tel: 425.372.1512
Fax: 425.372.1502
steve@moveit.net

MoveIt! Software, Inc.

On-line shipping for everyone, everywhere...

November 26, 1997

Donald B. Mask
President and Chief Executive Officer
College Enterprises, Inc.
21201 Victory Blvd., Suite 270
Canoga Park, CA 91303

RE: **LETTER OF INTENT**

Dear Don:

The following provides a summary of business terms for the installation and operation of *MoveIt!* Web-based shipping systems at CEI's Pulse Centers and Special Teams campuses.

Parties

College Enterprises Inc. ("CEI")
Attn: Donald B. Mask, President & CEO
21201 Victory Blvd., Suite 270
Canoga Park, CA 91303
Tel: 818-615-0560

MoveIt! Software, Inc. ("MoveIt!")
Attn: Stephen M. Teglovic, President & CEO
2515 140th Avenue Northeast
Bellevue, WA 98005
Tel: 425.372.1512

Business Proposition

CEI and *MoveIt!* will enter into a business alliance whereby *MoveIt!* will install Web-based shipping stations ("Stations") in Pulse Copy & Technology Centers ("Pulse Centers") and on Special Teams campuses. This process will be undertaken in three phases:

- **Phase One:** develop Stations, launch *MoveIt!* Web Client and Network Operations Center (NOC) for installation in Pulse Centers to serve students/low-volume shippers;
- **Phase Two:** integrate CEI's Special Teams debit cards to increase convenience of the payment process; and
- **Phase Three:** expand to include university departmental business.

Term

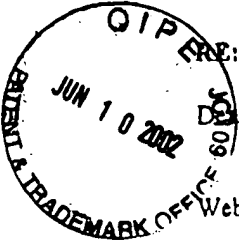
This business alliance will have an initial term of five years, subject to earlier termination by either party for breach by the other.

Exclusivity

Subject to the terms contained herein, CEI and *MoveIt!* will work exclusively with each other on offering shipping services on US college campuses listed in a schedule to be attached to the definitive agreement.

Revenue Sharing

CEI and *MoveIt!* agree to share 50/50 in the "gross profits" generated by package shipments that are the result of shippers using the *MoveIt!* Stations at Pulse Centers or elsewhere on colleges and universities represented by CEI. For purposes of this letter of intent, "gross profits" shall be defined simply as the difference between the



CEI: customer charge (i.e. the shipper) and the actual shipping cost charged by the

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third-party carrier. Each party shall be responsible for its own operating expenses relating to the Stations and *MoveIt!* shipping system. *MoveIt!* will not charge CEI or the Pulse Centers for the development costs of the technology or for the operation of the *MoveIt!* NOC.

Obligations of the Parties CEI will own/lease, operate and maintain the Stations at its expense. *MoveIt!* will provide technology, systems set-up and coordination, training and customer support for the Stations at its expense. CEI and *MoveIt!* will work together diligently to define the requirements, marketing plan and deployment plan for the three phases defined above.

Intellectual Property *MoveIt!* will own all intellectual property developed by it relating to the Stations and will provide CEI with a nonexclusive license (subject to the exclusivity provision above) to use such intellectual property in connection with the operation of the Stations in Pulse Centers.

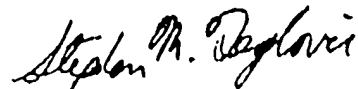
Schedule *MoveIt!* agrees to install a Beta version (the "Beta") of the Station at a selected Pulse Center for the Phase One customer group approximately five to six months after execution of the definitive agreement. Said Beta will be in operation between 30 and 90 days based on acceptance criteria spelled out in the definitive agreement.

Conditions CEI agrees to deploy the Stations promptly in each new Pulse Center it opens during the term of the definitive agreement.

Letter of Intent The Parties understand and agree that these summary terms are non-binding and will not be effective until a definitive agreement is executed by the Parties and ratified by the Parties' respective Boards of Directors.

Don, we're truly excited about this business alliance and appreciate in advance your and your colleagues' help during the development process and beta testing. Would you kindly acknowledge your agreement with the terms herein by signing in the space provided below and I will instruct our attorney to begin drafting a definitive agreement. We look forward to a long and rewarding partnership with you and CEI.

Sincerely,


Stephen M. Teglovic
President & CEO

Acknowledged and agreed on December 6, 1997

By: 

Donald B. Mask, President & CEO
College Enterprises, Inc.

SMT/ms

cc: *MoveIt!* Software, Inc. Board of Directors